

North American Hunting Club
North American Fishing Club
Handyman Club of America
National Home Gardening Club
PGA TOUR Partners Club
Cooking Club of America
National Health & Wellness Club
Creative Home Arts Club
The History Channel Club

- b) These solicitations were in a style and format that could reasonably be interpreted as a bill, invoice or statement of account due, as contemplated by K.S.A. 50-626(b)(1 1), without providing the notice required by that statute.
4. Respondent voluntarily agrees to this Assurance of Voluntary Compliance without trial or adjudication of any issue of fact or law and without admitting any allegation herein.

TERMS OF AGREEMENT

I.

Respondent agrees to pay a total of Eighty Thousand Dollars (\$80,000.00) to the Office of the Attorney General pursuant to K.S.A. 50-632, such payment to constitute recovery of reasonable expenses and investigation fees, and as payment in the nature of a civil penalty as provided by K.S.A. 50-636. Payment shall be delivered to the Attorney General of the State of Kansas the earlier of the date which is fifteen (15) days following the execution of this Assurance of Voluntary Compliance, or May 16, 2005.

II.

Respondent agrees to refrain from engaging in those acts and practices alleged to be misleading and/or deceptive as described in paragraph three (3) of

this Assurance of Voluntary Compliance. Respondent agrees that engaging in such acts or similar acts after the date of the Assurance of Voluntary Compliance, shall constitute a breach of this Agreement; provided that Respondent shall have until July 31, 2005 to have all language deemed by the Attorney General to be deceptive or misleading removed from its club renewal literature.

III.

The State of Kansas agrees to dismiss Shawnee County court case 04C1722, as soon as payment of the amount specified in Part I above has been paid.

IV.

If any portion, provision, or part of this Assurance of Voluntary Compliance is held to be invalid, unenforceable, or void for any reason whatsoever, that portion shall be severed from the remainder and shall not affect the validity or enforceability of the remaining provisions, portions or parts.

V.

The parties understand this Assurance of Voluntary Compliance shall not be construed as approval of or sanction by the Attorney General of the business practices of Respondent nor shall Respondent represent this document as such an approval. The parties further understand that any failure by the State of Kansas or by the Attorney General to take any action in response to any information submitted pursuant to the Assurance of Voluntary Compliance shall not be

construed as an approval of or sanction of any representations, acts or practices of Respondent.

VI.

Respondent consents to personal and subject matter jurisdiction in the District Court of Shawnee County, Kansas, for the purpose of enforcing this Assurance. Respondent further stipulates and waives any objection to venue in Shawnee County, Kansas, for any action to enforce this Assurance. The Attorney General may take appropriate legal action against Respondent for violation of this Assurance of Voluntary Compliance and/or for violations of the Kansas Consumer Protection Act relating to future acts or practices in Kansas. The provisions of this Assurance shall be applicable to Respondent and every employee of Respondent transacting business in the State of Kansas.

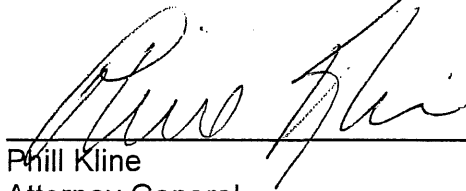
VII.

Each of the parties to this Assurance of Voluntary Compliance has had the opportunity to consult with and receive the advice of legal counsel regarding matters relative to this Assurance of Voluntary Compliance, including the respective rights and obligations of the parties under this Assurance. The undersigned represent that they have read the foregoing Assurance of Voluntary Compliance and know the contents thereof and that they sign the same as their own free act, and that no reliance is made on any statement or representation of the Attorney General or anyone acting on his behalf except for those contained herein. By executing this Assurance of Voluntary Compliance, each of the undersigned covenants and represents that he or she has the power and authority to execute this Assurance of Voluntary Compliance on behalf of the entity for whom he or she is

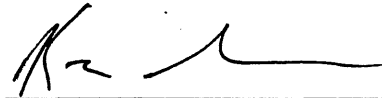
signing.

IN WITNESS WHEREOF, the undersigned have caused this Assurance of Voluntary Compliance to be executed in their respective names as of the 25th day of April, 2005.

STATE OF KANSAS



Phill Kline
Attorney General

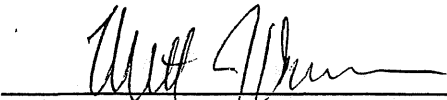


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RESPONDENT



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